

AO 88A (Rev. 06/09) Subpoena to Testify at a Deposition in a Civil Action

## UNITED STATES DISTRICT COURT

for the

Northern District of Ohio

THE NOCO COMPANY

*Plaintiff*

v.

AUKEY TECHNOLOGY CO., LTD., et al.

*Defendant*

Civil Action No. 1:20-cv-02322

(If the action is pending in another district, state where: )

## SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Amazon.com, Inc., c/o Corporation Service Company, 300 Deschutes Way, SW, Suite 208, Tumwater, WA 98501

☒ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is *not* a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

Please see attached Notice of Deposition.

Place: 2021 7th Ave., Seattle, Washington 98121 or a place to be determined by Amazon.com, Inc. and the Parties.

Date and Time:

12/18/2023 10:00 am

The deposition will be recorded by this method: Stenographically and video

☐ **Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 11/27/2023

SANDY OPACICH, CLERK OF COURT

OR

/s/ Jon J. Pinney

*Signature of Clerk or Deputy Clerk**Attorney's signature*

The name, address, e-mail, and telephone number of the attorney representing (name of party)

The NOCO Company, who issues or requests this subpoena, are:

Jon J. Pinney, Kohrman Jackson & Krantz LLP, 1375 East Ninth St., 29th Floor, Cleveland, OH 44114; 216-696-8700; jjp@kjk.com

Civil Action No. 1:20-cv-02322

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named individual as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
 \_\_\_\_\_.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
 tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of  
 \$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

Print

Save As...

Add Attachment

Reset

**Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)****(c) Protecting a Person Subject to a Subpoena.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

**(i)** At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

**(ii)** These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

**(i)** fails to allow a reasonable time to comply;

**(ii)** requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

**(iii)** requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

**(iv)** subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

**(i)** disclosing a trade secret or other confidential research, development, or commercial information;

**(ii)** disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

**(iii)** a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

**(i)** shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

**(ii)** ensures that the subpoenaed person will be reasonably compensated.

**(d) Duties in Responding to a Subpoena.****(1) Producing Documents or Electronically Stored Information.**

These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

**(i)** expressly make the claim; and

**(ii)** describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(e) Contempt.** The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

THE NOCO COMPANY,	)	CASE NO.: 1:20-cv-02322
	)	
Plaintiff,	)	JUDGE DAVID A. RUIZ
	)	
v.	)	
	)	
AUKEY TECHNOLOGY CO., LTD., et al.,	)	
	)	
Defendants.	)	
	)	

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PLAINTIFF THE NOCO COMPANY'S  
NOTICE OF FED R. CIV. P. 30(B)(6) DEPOSITION OF  
NON-PARTY AMAZON.COM, INC.

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Pursuant to Fed. R. Civ. P. 30(b)(6) and Fed. R. Civ. P. 45, please take notice that commencing on December 18, 2023, at 1:00 p.m. Eastern Standard Time / 10:00 a.m. Pacific Standard Time, Plaintiff The NOCO Company ("*NOCO*") shall take the oral deposition of Non-Party Amazon.com, Inc. ("*Amazon*") at a place to be agreed upon by NOCO and Amazon. The deposition shall continue from day to day, weekends and holidays excepted, until completed and shall be recorded stenographically and by video.

Amazon is required to produce one or more officers, directors, employees, agents or other persons at the stated location and time who are aware of and are prepared to testify on Amazon's behalf about Amazon's knowledge, not just about information personally known by the deponent, but of the topics described and set forth in the attached Schedule "A." See

Fed. R. Civ. P. 30(b)(6). If the designated representative(s) do not presently have such knowledge, they are required to acquire it through whatever reasonable investigation may be necessary. Amazon is further advised that pursuant to Fed. R. Civ. P. 30(b)(6), NOCO and Amazon must confer in good faith about the matters for examination.

In close, Amazon shall designate and produce for deposition one or more officers, directors, employees, agents or other persons to testify on its behalf regarding the topics set forth in Schedule "A," which is attached hereto and incorporated as if fully set forth herein.

Respectfully submitted,

**KOHRMAN JACKSON & KRANTZ LLP**

*/s/ Jon J. Pinney*

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*Counsel for Plaintiff The NOCO Company*

## SCHEDULE A

### **INCORPORATION OF PRIOR SUBPOENA AND RESERVATION OF RIGHTS**

On or about January 11, 2022, NOCO issued a Subpoena to Produce Documents, Information, or Objects with an attached Schedule A of Subpoenaed Documents to Amazon in the above-captioned case (the “*Prior Subpoena*”). NOCO incorporates and adopts, as if fully rewritten herein, the Prior Subpoena and is in no way waiving, and does not intend to waive, but rather intends to preserve and is preserving, all of its rights related to the sufficiency of Amazon’s production in response to the Prior Subpoena and/or enforcement of the Prior Subpoena and the documents and information requested therein.

## DEFINITIONS

1. The terms “You,” “Your,” and “Amazon” mean and refer to Amazon.com, Inc. and its current and former employees, vendors, contractors, representatives, affiliates, and/or anyone acting on its behalf, as well as its current and former agents, associates, attorneys, directors, executives, managers, partners, personnel, representatives, shareholders, and any other person acting or purporting to act on its behalf and their respective predecessors, successors, and assigns.

2. The term “NOCO” means and refers to Plaintiff The NOCO Company and its current and former employees, vendors, contractors, representatives, affiliates, and/or anyone acting on its behalf, as well as its current and former agents, associates, attorneys, directors, executives, managers, partners, personnel, representatives, shareholders, and any

other person acting or purporting to act on its behalf and their respective predecessors, successors, and assigns.

3. “Aukey” means and refers to Defendant Aukey Technology Co., Ltd. and its current and former employees, vendors, contractors, representatives, affiliates, and/or anyone acting on its behalf, as well as its current and former agents, associates, attorneys, directors, executives, managers, partners, personnel, representatives, shareholders, and any other person acting or purporting to act on its behalf and their respective predecessors, successors, and assigns.

4. “HuiMing” means and refers to Defendant Shenzhenshi Jiangyun Shangmaoyouxiangongsi, a former third-party seller on the Amazon Marketplace who operated a “Tacklife Auto Store” and “HuiMing” storefront with a unique Amazon Marketplace storefront found at <https://www.amazon.com/s?me=AXPPSCJRMAK3H&marketplaceID=ATVPDKIKX0DER>. “HuiMing” also includes its current and former employees, vendors, contractors, representatives, affiliates, and/or anyone acting on its behalf, as well as its current and former agents, associates, attorneys, directors, executives, managers, partners, personnel, representatives, shareholders, and any other person acting or purporting to act on its behalf and their respective predecessors, successors, and assigns.

5. “WorldUS” means and refers to Defendant Wodeshijikeji Shenzhen Youxiangongsi, a former third-party seller on the Amazon Marketplace who operated a “WorldUS” storefront with a unique Amazon Marketplace storefront found at <https://www.amazon.com/s?me=A3FT6M013JLBV2&marketplaceID=ATVPDKIKX0DER>.

“WorldUS” also includes its current and former employees, vendors, contractors, representatives, affiliates, and/or anyone acting on its behalf, as well as its current and former agents, associates, attorneys, directors, executives, managers, partners, personnel, representatives, shareholders, and any other person acting or purporting to act on its behalf and their respective predecessors, successors, and assigns.

6. “Defendants” means and refers, collectively, to Aukey, HuiMing, and WorldUS.

7. “3P Defendants” means and refers, collectively, to HuiMing and WorldUS.

8. “Amazon Marketplace” means and refers to Your ecommerce platform that is accessible to the public via the internet at the website URL amazon.com. For clarity, the Amazon Marketplace lists items for sale from a seller’s account, such as Amazon, NOCO, or 3P Defendants’ seller accounts, such that consumers can purchase, view, review, rate, and otherwise interact with the respective product pages listed on the Amazon Marketplace.

9. “Tacklife Trademarks” means and refers to the trademarks registered or assigned, or previously registered or assigned, to Aukey with the United States Patent and Trademark Office, including but not limited to Registration Numbers 6022427, 6005412, 5245543, and 4913016.

10. “ASIN” or “ASINs” means and refers to Amazon’s standard identification number which is a ten-digit alphanumeric code that You use to identify products sold or listed for sale on the Amazon Marketplace.



11. “Tacklife Product” and “Tacklife Products” mean and refer to those certain products currently or previously sold by one or more Defendants on the Amazon Marketplace. For illustration, Tacklife Products include those products that bear the Tacklife Trademark or bear any of the below model type or ASINs:

Model	ASIN
TACKLIFE-T8	B09ZP3QBG6
TACKLIFE-T8	B09ZP3KTVS
TACKLIFE-T8	B09ZP1H7N8
TACKLIFE-T8	B09ZP2Y5PD
TACKLIFE-T8	B09Z6MH7GV
TACKLIFE-T8	B09Z6LJZ2C
TACKLIFE-T8	B09Z6L8H3N
TACKLIFE-T8	B09Z6LLYS6
TACKLIFE-T8 Pro	B09Z2PBFMM
TACKLIFE-T8 Pro	B09Z7YHPR7
TACKLIFE-T8 Pro	B09Z7Y4MLT
TACKLIFE-KP200	464923759
TACKLIFE-KP120	226741580
TACKLIFE-T8 MAX	B07DH3QHYD
TACKLIFE-T8	811621989
TACKLIFE-T8 Pro	781120539
TACKLIFE-T8	B09FK23TF3
TACKLIFE-T8	B09FLS73F7
TACKLIFE-T8	B09FJV25RD
TACKLIFE-T8 MAX	B09FJQVJQ5
TACKLIFE-TC80	B09F3JSMYY
TACKLIFE-T8 Pro	B09FJMVD8
TACKLIFE-T8 Pro	B09FJJ9SP3
TACKLIFE-T8	B09FJK2HYJ
TACKLIFE-T6	B09F9F39RT
TACKLIFE-KP120	B09FD8Q6XZ
TACKLIFE-KP200	B09FDM2WN2
TACKLIFE-T6	B09F6CJML6
TACKLIFE-T8	B09DYBLK7T
TACKLIFE-T8	B09DYCHMDR
TACKLIFE-T8 Pro	B09F351PVH

Model	ASIN
TACKLIFE-T8	B09DPFLVPD
TACKLIFE-T8 MAX	B09DXY8BLY
TACKLIFE-T8	B09DP8163Q
TACKLIFE-T8 Pro	B09JSP62K9
TACKLIFE-T8 Pro	B09DP6LS35
TACKLIFE-KP120	349468885
TACKLIFE-T8 Pro	B09C8J9FQV
TACKLIFE-T8	B09C5GP3RR
TACKLIFE-T8	B09C1FB2JF
TACKLIFE-KP120	B09C1G9WLW
TACKLIFE-KP200	B09C1FLBF1
TACKLIFE-T8	B09C1F9WQ7
TACKLIFE-T8	B09BZ6GCHL
TACKLIFE-KP120	B09BZ3JVV3
TACKLIFE-KP200	B09BYQHWF2
TACKLIFE-T8	B09BZ49TND
TACKLIFE-T8 Pro	B09BTP9PXX
TACKLIFE-T8 Pro	B09BTT29YT
TACKLIFE-T8	B09BQ2SR65
TACKLIFE-T6	B09BTB8Q1D
TACKLIFE-T8 MAX	B09BTWZPX4
TACKLIFE-T8	B09BTSL1Q6
TACKLIFE-T8	B09BQ5ZJH6
TACKLIFE-KP120	B09BMVN294
TACKLIFE-KP200	B09BMTLSLV
TACKLIFE-T8	B09BMV7LT3
TACKLIFE-T8 Pro	B09BJ35NX2
TACKLIFE-T6	B09BKTJNFM
TACKLIFE-T8 MAX	B09BKQBTHK
TACKLIFE-T8	B09BDYHCW9
TACKLIFE-T8	B09BDVPPPJ
TACKLIFE-T8	B09BFD FDR3
TACKLIFE-T8	B07BGT26J9
TACKLIFE-T6	B099F72KJD
TACKLIFE-T8 MAX	B099F3LTHY
TACKLIFE-T8	B099F1Q12M
TACKLIFE-T8	B099F2JQPR
TACKLIFE-T6	B099F76F5B
TACKLIFE-T8	B079P5YGXB

Model	ASIN
TACKLIFE-KP120	B099KFF74G
TACKLIFE-KP200	B099PSN6CC
TACKLIFE-T8	B099KC3W94
TACKLIFE-T8 Pro	B099JD5M7D
TACKLIFE-T8 Pro	B099DC3QQ2
TACKLIFE-T8 Pro	B099JC4SYB
TACKLIFE-T8	B099F8ZGFJ
TACKLIFE-KP120	B09937FBZ5
TACKLIFE-T8 Pro	B09937ZPT3
TACKLIFE-T8	B099372K1C
TACKLIFE-T8	B098NW6DZ6
TACKLIFE-T8 Pro	B09938JTZK
TACKLIFE-T6	B09937MJR7
TACKLIFE-T8 MAX	B09937WD75
TACKLIFE-T8	B09937NTQ4
TACKLIFE-T8	B0993819ZP
TACKLIFE-T6	B099371VNY
TACKLIFE-KP200	B0811T6FJW
TACKLIFE-T6	B07CYR8MQF
TACKLIFE-T8 MAX	B08LQ33VGV
TACKLIFE-T8 MAX	B098Q9TGL4
TACKLIFE-T6	B098J8L1N9
TACKLIFE-T8	B098J2PNRY
TACKLIFE-T6	B098L8TTRX
TACKLIFE-T8	B098JGXVZM
TACKLIFE-KP200	B098L4ZK77
TACKLIFE-T8 Pro	B098N9H54T
TACKLIFE-T8	B098K83687
TACKLIFE-KP120	B098LCHVP2
TACKLIFE-T8	B098K5LX6K
TACKLIFE-T8 Pro	B098K52843
TACKLIFE-T8	436518021
TACKLIFE-T6	847248128
TACKLIFE-T8	362656677
TACKLIFE-T8	384133561
TACKLIFE-T6	159687580
TACKLIFE-T8 MAX	813844584
TACKLIFE-T8	791546788
TACKLIFE-T8	960868215

Model	ASIN
TACKLIFE-T8 Pro	813236550
TACKLIFE-T8 Pro	925114572
TACKLIFE-KP200	691687233
TACKLIFE-T8	B085C46T5R
TACKLIFE-T8 Pro	B08PK4Z3JH
TACKLIFE-T6	B08YJQ7KVQ
TACKLIFE-T8 MIX	B08YJKR5MS
TACKLIFE-T8	B085HCWD8T
TACKLIFE-T6	B08XQPTWZX
TACKLIFE-T8 MIX	B08XQCB4KN
TACKLIFE-T8	B08JPVJRL8
TACKLIFE-T8	B086P9HGH8
TACKLIFE-T8	B07BGRN4TF
TACKLIFE-T6	B08XNL2WH6
TACKLIFE-T6	B08X1GLQ1K
TACKLIFE-T6	B075K42Z1M
TACKLIFE-T6	B08FMTHJ93
TACKLIFE-T6	B08SLYYPGQ
TACKLIFE-KP120	B07VLQ4KK8
TACKLIFE-TC80	B08PKQ65HL
TACKLIFE-T8 MAX	B08JLQ5FSL
TACKLIFE-T8 MIX	B08LPPX8LF
TACKLIFE-T8 MAX	B07YSF462H
TACKLIFE-KP200	B07WZP9TMX
TACKLIFE-KP120	B088R3SJ6Y
TACKLIFE-T8 Pro	B08BJMSSSX
TACKLIFE-T8	B08L6BRXQ4
TACKLIFE-T8	B08LD5B3M9
TACKLIFE-T8	B0815VQ41T
TACKLIFE-T8	B07HF2M73K
TACKLIFE-T8	B07YWQ87QB
TACKLIFE-KP120	B0811FP14S
TACKLIFE-T8 MIX	B07H7BFVY9
TACKLIFE-T6	B07XM6HX1R
TACKLIFE-CC1	B07V2J13JN
TACKLIFE-SJC2	B07VL26DTT
TACKLIFE-SJC1	B07V4KY72P
TACKLIFE-SJC2	B07VG67M1K
TACKLIFE-CC1	B07V3MGX9M

Model	ASIN
TACKLIFE-HA2	B07V3LGBJZ
TACKLIFE-SJC1	B07V817FH2
TACKLIFE-T8	B07N1KXDCV
TACKLIFE-T6	B07GBCLK7L

12. As used herein, the terms “NOCO Product” or “NOCO Products” mean and refer to any and all items listed for sale or sold by NOCO or You on the Amazon Marketplace during the Relevant Time Period. For illustration, NOCO Products include, without limitation, the items listed for sale on the Amazon Marketplace at [https://www.amazon.com/stores/NOCO/page/7428E5DB-99DF-42C9-8687-789F696FFDF3?ref\\_ast\\_bln](https://www.amazon.com/stores/NOCO/page/7428E5DB-99DF-42C9-8687-789F696FFDF3?ref_ast_bln) and the extensions thereto as well as any product bearing any of the below model types or ASINs:

Model	ASIN
NOCO Boost Sport GB20	B015TKPT1A
NOCO Boost Plus GB40	B015TKUPIC
NOCO Boost XL GB50	B07MVY7K43
NOCO Boost HD GB70	B016UG6PWE
NOCO Boost Pro GB150	B015TKSSB8
NOCO Boost Max GB250	B08V6MJ2NR
NOCO Boost Max GB251	B08V73BZ42
NOCO Boost Max GB500	B07C2WS1XH
NOCO Boost X GBX45	B0924V8SPC
NOCO Boost X GBX55	B08WZKRHZZ
NOCO Boost X GBX75	B08WYKD6TY
NOCO Boost X GBX155	B08WZFPXFM

13. “Browse Nodes” means and refers to the hierarchy of categories, including, but not limited, to root, branch, and leaf nodes, that are used to organize the Amazon Marketplace’s product listings for a given category of products. For example and clarity, but without limitation, NOCO Products are placed into certain Browse Nodes such as those

Browse Nodes titled “Automotive Replacement Batteries & Accessories,” “Automotive Performance Batteries & Accessories,” and “Jump Starters.”

14. “Sales Rank” means and refers to the selling popularity of a product relative to other products in the same Browse Node(s) on the Amazon Marketplace.

15. “Communication” shall have the broadest definition and scope possible under federal law and includes every manner of means of disclosure, transfer, exchange of information, fact, idea, or inquiry, whether orally or written, whether face-to-face or electronically, or by telephone, telecopies, mail, email, facsimile, personal delivery, overnight delivery, electronic messages, including, but not limited to, WhatsApp, Microsoft Teams, Slack, Skype, iMessages, and Zoom, or otherwise, including all transfer of information on, across, or through the Amazon XWiki or Your similar collaborative knowledge sharing or documentation platforms. All such Communications in writing shall include, without limitation, printed, typed, handwritten, or other human or machine-readable documents.

16. The term “Document” or “Documents” includes Electronically Stored Information and Communications and is used in the broadest possible sense and means and refers to, without limitation, all materials discoverable under the applicable Federal Rules of Civil Procedure that are within Your possession, custody, or control, or that of any agent, representative (including, without limitation, attorneys), or other person acting or purporting to act for or on Your behalf or in concert with You. Without limiting the forgoing definition,

Documents and Electronically Stored Information include Writings,<sup>1</sup> and Recordings,<sup>2</sup> and Photographs.<sup>3</sup> Examples of these include: drawings; graphs; charts; correspondence; letters; memoranda; facsimiles; records; medical records; summaries of personal conversations or interviews; wires; telegrams; reports; books; transcripts; legal pleadings and papers; summaries or records of telephone conversations (including telephone and mobile telephone billing records); diaries; journals; forecasts; statistical statements; work papers; accounts; account records; bank statements; receipts; automated teller machine receipts or printouts; credit card statements or records; analytical records; agendas, minutes or records of meetings or conferences; consultants' reports; employment records; appraisals; agreements; reports or summaries of negotiations; brochures; pamphlets; circulars; trade letters; press releases; notes; lists; notices; advertising; changelogs; log data; audit trails; audit or investigation summaries; any form of data compilation from which information can be obtained, including for illustrative purposes, but not limited to, all electronic data (including all electronic mail and information about electronic mail, including message contents, header information, and logs of electronic mail system usage, whether sent internally or externally); voice mails; text messages; electronic messages through software, including without limitation, WhatsApp, Microsoft Teams, Slack, Skype, iMessages, and Zoom; on-line data storage on mainframes,

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<sup>1</sup> The term "Writings" is given the same meaning as the definition contained in Federal Rule of Evidence 1001(a).

<sup>2</sup> The term "Recordings" is given the same meaning as the definition contained in Federal Rule of Evidence 1001(b).

<sup>3</sup> The term "Photographs" is given the same meaning as the definition contained in Federal Rule of Evidence 1001(c).

minicomputers, personal computers, and laptops; off-line data storage, backups, and archives; floppy disks; zip drives; zip files; tapes; compact disks or diskettes; hand-held devices or personal digital assistants; disconnected hard drives and other removable electronic media; application programs and utilities; and all sound reproductions, however produced or reproduced.

17. The term “Electronically Stored Information” includes writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations stored in any medium from which information can be obtained that are in Your possession, custody, or control.

18. As used herein, “person” means any natural person, or any legal, foreign, or judicial entity, including but not limited to any corporation, limited liability company, business trust, estate, trust, partnership, proprietorship, association, foundation, organization, joint venture, governmental entities, group of persons, or any other entity or form of organization, foreign or domestic.

19. The terms “and” and “or” shall be construed disjunctively or conjunctively to bring within the scope of each request all responses which otherwise might be construed to be outside the scope of a request.

20. The term “any” shall be construed to include “all” and vice versa to bring within the scope of each request all responses which otherwise might be construed to be outside the scope of a request.



21. The term “each” shall be construed to include “every” and vice versa to bring within the scope of each request all responses which otherwise might be construed to be outside the scope of a request.

22. Any word or term in the singular form shall also be construed as plural and vice versa to bring within the scope of each request all responses which otherwise might be construed to be outside the scope of a request.

23. The masculine form shall also be construed to include the feminine and vice versa to bring within the scope of each request all responses which otherwise might be construed to be outside the scope of a request.

24. The term “concerning,” in addition to its usual and customary meaning, shall have the broadest definition and scope possible under the federal law and shall include, without limitation, constituting, comprising, containing, consisting of, displaying, embodying, including, setting forth, proposing, showing, evidencing, disclosing, describing, discussing, explaining, summarizing, concerning, reflecting, regarding, authorizing, relating to, or referring to, directly or indirectly.

25. The terms “all” and “each” shall be construed as all and each.

26. The term “including” means “including but not limited to.”

27. “Evidencing,” “relating,” “relate to,” “relate,” or “related,” in addition to their usual and customary meanings, shall mean referring to, pertaining to, concerning, describing, discussing, commenting on, constituting, comprising, explaining, showing,

analyzing, evidencing, supporting or contracting, directly or indirectly, whether in whole or in part.

28. Where the context makes it appropriate, the present tense must be construed to include the past tense, and the past tense must be construed to include the present tense.

29. The representative(s) Amazon selects to testify on its behalf should be prepared to testify about information from the period of January 1, 2020 to the date the representative(s) are deposed (the “*Relevant Time Period*”).

#### **TOPICS OF EXAMINATION**

Amazon will designate one or more persons able to testify on its behalf with knowledge concerning the following subjects:

1. Your Electronically Stored Information, Communication, and Document retention policies and procedures, including but not limited to, retention, retrieval, and deletion of any data related to Browse Nodes, Sales Rank, and reviews published on the Amazon Marketplace.

2. The promotion, offering, and sale of NOCO Products on the Amazon Marketplace.

3. The promotion, offering, and sale of Tacklife Products on the Amazon Marketplace.

4. Your internal operating procedures addressing miscategorization and Browse Nodes during the Relevant Time Period.

5. Browse Nodes and any related data concerning any NOCO Products and Tacklife Products.

6. Sales Rank and any related data concerning any NOCO Products and Tacklife Products.

7. The delisting and removal of Tacklife Products from the Amazon Marketplace occurring on or about June 17, 2021.

8. Documents, Communications, and Electronically Stored Information regarding the Browse Nodes with respect to NOCO Products and Tacklife Products.

9. Documents, Communications, and Electronically Stored Information regarding NOCO Products and Tacklife Products.

10. Documents, Communications, and Electronically Stored Information regarding Sales Rank with respect to NOCO Products and Tacklife Products.

11. Authentication of any Documents, Communications, or Electronically Stored Information produced, informally or formally, by Amazon to NOCO or any of Defendants during the Relevant Time Period.

**CERTIFICATE OF SERVICE**

I hereby certify that, on November 27, 2023, I electronically filed the foregoing with the Clerk of the United States District Court for the Northern District of Ohio using the ECF System, which will send notice to all counsel of record.

/s/ Jon J. Pinney

JON J. PINNEY